

## Terms & Conditions

<https://www.akccevents.com/contract-terms-and-conditions>

*The word "Client" refers to one or more Clients and/or the Authorized Representative or any person acting on behalf of or in place of the Client.*

With this Contact/Agreement, the Client, is requesting AKCC Events to provide services for their event, as stated in the Client's Contract/Agreement. The Client understands and agrees that acceptance of the Contract/Agreement constitutes the request of services by AKCC Events and its staff. All services are provided at the Client's request and will be provided per the Contract/Agreement and the Terms and Conditions set forth herein as they apply. The Client understands and agrees to all Terms & Conditions as they apply.

**Payments & Deposits:** With this Contract/Agreement, the Client agrees to pay all charges, fees, gratuities, and taxes associated with the Contract/Agreement as they pertain to the Client's specific Contract/Agreement for service(s) to be rendered under it. All payments will be paid by the Client as outlined in the Contract/Agreement. The Client agrees to pay a non-refundable deposit equal to half of the approximate total amount of the Contract/Agreement to hold the event date and requested services. The non-refundable deposit is due with the signed Contract/Agreement. The Contract/Agreement is not in effect until payment is received. A signed Contract/Agreement without payment will not hold the event date or services requested. Any remaining balance(s) is/are due in full no later than 14 business days before the event or as stated in the Contract/Agreement. All payments must be made in full before the scheduled event date and all payments (i.e., Checks, Money Orders, Debit Cards, Credit Cards, etc.) must clear and be credited to AKCC Events or services will not be rendered. All payments must be paid in full and credited to AKCC Events or no services will be provided. AKCC Events will not provide services without full payment. In the event, that the Client may have unforeseen expenses associated with their Event, an Incidental Deposit will be required to cover those possible expenses. If an Incidental Deposit is required for your Event, you must have a payment method on file. This information will remain in your file up to 7 days after your event, after that all information will be removed as we do not keep Client payment information on file with authorization. The Incidental Deposit covers expenses incurred by the Client(s) before, during or after the Event and after the Contract/Agreement has been signed and payment has been made in full. Should the expenses exceed the amount of the Incidental Deposit, the additional charges/expenses will be charged to the payment method on file. The amount of the Incidental Deposit will be determined by the expenses associated with the Client's event and will be added to and outlined in the Contract/Agreement. The amount of the Incidental Deposit must be paid in full in order to receive services. If this amount is not paid in full AKCC Events will not provide services. This is the only deposit that may be refundable minus any expenses incurred on the deposit. Your refund if any will be credited back to the payment method on file in accordance with our refund policy. Otherwise, all other deposits will not be refunded. No refunds will be given for any special ordered or purchased items or equipment for the Client's event. No refunds will be given on any rental equipment to be used for the Client's Event. The Client agrees to notify AKCC Events in writing within 5 business days of signing the Contract/Agreement of the cancellation of their event. AKCC Events may issue a refund of payment made in excess of the non-refundable deposit, the non-refundable special ordered/purchased items and the non-refundable rental equipment and incidental deposit minus any expenses incurred, if notified as stated above. Any refunds that may be due to the Client must be requested and submitted in writing by letter and mailed to AKCC Events. Email, text messages, electronic messages and phone call requests are not accepted as a request for refund. Refunds if any, will be issued six to eight weeks from the date that the Client's letter of request for refund is received. No refunds or any kind will be issued if the Client terminates any service(s) at any time during the event scheduled date(s). No refunds will be issued for rental equipment, special items purchased or ordered for the Client's event or special requested items ordered/ purchased for the Client's event. No refunds or any kind will be issued on events canceled 30 days or less prior to the event. All Contracts for Events signed 60 days or less prior to the Event date must be paid in full of the signed Contract and no refunds of any kind will be given on these Events. The Client(s) understands and agrees that payment on the Contract /Agreement constitutes acceptance of the Contract/Agreement and all Terms and Conditions even if the Contract is not signed and returned to AKCC Event. Facsimile and Electronic signatures on the Contract/Agreement by the Client(s), or their Authorized Representative(s) are acceptable and carry the same full force and effect as an original signature.

**Changes & Amendment:** Once the Contract/Agreement is signed and submitted, all requested changes or additions to the Contract/Agreement must be requested and submitted in writing. Once the written request for the changes is received, a new/amended Contract/Agreement reflecting the requested changes will be sent to the Client for their signature and must be signed and returned to AKCC Events within (5) business days from the date of receipt. Any additional funds (if applicable) that are due must be submitted with the new signed amended Contract/Agreement. If no written request is submitted or if the new amended Contract/Agreement is not signed and returned within (5) business days, then the original Contract/Agreement will stand, and all services will be provided per the original Contract/Agreement. The Client understands and agrees that oral agreements between AKCC Events and the Client are not binding, all changes and requests must be in writing. The Client agrees and understands that all amendments or requests to their Contract/Agreement made less than 3 weeks prior to their event date are based on the availability of the item(s) or services requested. The Client agrees and understands that requested item(s) and services may not be available on or before the date of their event. The Client understands and agrees not to hold AKCC Events or its staff responsible or liable in any way if AKCC Events or its staff is unable to obtain the requested/contracted items. The Client understands and agrees that they will accept a substitution on any contracted menu items or other contracted items that may not be available on or before the date of their event. The Client agrees to pay in full all additional costs related to the amended Contract/Agreement prior to the event date. The Client agrees and understands that any Contracted items for Contracts signed 60 days or less may not be available. The Client will be notified of the unavailability of any Contracted items and will have an opportunity to choose substitution if one is available. No refunds or any kind are given on Contracts signed 60 days or less prior to the Event. The Client understands and agrees that certain foods, beverages, and other items related to prices quoted in the Estimate are subject to price fluctuations that are, among other reasons, affected by market conditions or other conditions effecting item prices. Accordingly, the quoted prices on the Contract/Agreement may be increased up to fifteen (15) days prior to the event. The Client will be notified of any price increases. The Client agrees to pay the adjusted price of each item listed on the Contract/Agreement that may be affected or may select new items to substitute for those items affected by the price increase. A true and accurate, count of the Client's guests is required 2 weeks prior to the Client's event. If the true and accurate count decreases by 10% or more from the final signed Contract/Agreement; a surcharge will be incurred, and no refunds will be issued. The Client may increase the guaranteed number of guests up to 14 business days prior to the event, all additional guests will be added to the Contract and the Client agrees to pay the total additional per person charge for each additional guest added to the Contract/Agreement. Payment for the additional guest(s) is due at the time of notification of the increase in the number of guests. All remaining funds will be due as previously stated. If a true and accurate guaranteed count of guests is not received, the Client will be charged for the highest estimated number of guests given on the original or last signed and acknowledged Contract/Agreement. Meal(s) will be prepared based on the final true and accurate guest count on the signed Contract/Agreement and no refunds will be issued. The Client understands and agrees that if additional guests that are not contracted attend their event and the Client has not paid an Incidental deposit for additional guests, those guests will not be served. The Client understands and agrees that AKCC Events is not obligated to accommodate those guests in anyway. The Client understands and agrees that if an Incidental deposit for extra guests is paid, but the number of guests exceeds the amount of their deposit, the Client will pay for the additional guests. The amount will be charged to their method of payment on file. If the Client does not have a method of payment on file an invoice will be sent for the balance due. The Client understands and agrees the balance for the additional guests and any other incidentals or other payments due must be paid within 7 business days from the date of their event.

**Equipment: Rental & Non-Rental:** AKCC Events will rent equipment to its client only, for events handled by AKCC Events. Fees will be charged for all AKCC Events rental equipment. All equipment used for Client's Event is rental equipment. All rental equipment charges are non-refundable. The Client agrees to accept responsibility and agrees to pay for all damage, loss, theft, or destruction of all rental property or equipment caused directly by the Client, their guests, Independent Contractors, Subcontractors, or anyone not employed by AKCC Events during the event and at the location of the event before, during or after the event. The Client is responsible for all rental equipment that is lost or damaged beyond repair. The Client agrees to accept responsibility and agrees to pay for all damage, loss, theft, damage and destruction of non-rental property or equipment caused directly by the Client, their guests, Independent Contractors, Subcontractors, or anyone not employed by AKCC Events during the event and at the location of the event before, during or after the event. The Client will pay directly to AKCC Events the cost of all damage. All damaged non-rental equipment which requires repairs will be repaired by AKCC Events or other sources (at AKCC Events discretion) and the cost of repairs and/or replacement of items will be billed/charged to the Client and payment for these charges may be deducted from the Client's last method of payment. The Client agrees to accept responsibility and agrees to pay for all damage, loss, theft, damage and destruction of non-rental property or equipment caused directly by the Client, their guests, Independent Contractors, Subcontractors, or anyone not employed by AKCC Events at the location of the event before, during or after the event. The Client will pay directly to AKCC Events the cost of all damage. All damaged non-rental equipment which requires repairs will be repaired by AKCC Events or other sources (at AKCC Events discretion) and the cost of repairs and/or replacement of items will be billed/charged to the Client and payment for these charges may be deducted from the Client's last method of payment.

**Venue:** AKCC Events is performing services at the Client's Event location at the Client's request. AKCC Events and its staff are not aware of or familiar with the condition of the Client's Event property (rented or owned), its contents, equipment, furniture, plumbing, appliances, or any other aspects of the location, etc., or the subcontracted equipment provided to the Client at the event location, therefore, the Client accepts full responsibility for such and the Client will not hold AKCC Events or its staff liable or responsible for any issues, malfunction, damage or loss to said equipment, furniture, plumbing, appliances, etc., moved, used or handled by AKCC Events or its staff at the Client's request. The Client accepts full responsibility for the Event location rented or owned by the Client and contents, plumbing, equipment, furniture, appliances, etc., rented or owned by the Client. AKCC Events is not responsible for any damage to the venue caused directly by the Client, their guests, Independent Contractor(s), Subcontractor(s), or anyone not employed by AKCC Events. AKCC Events will only remove items that are brought in by AKCC Events. The Client understands and agrees that if the Client has clear evidence of any issue(s) caused directly by AKCC Events staff member(s) the Client will immediately notify the on-site Manager(s) as well as AKCC Events offices. If the issue(s) is caused directly by the on-site Manager(s) the Client will notify AKCC Events offices immediately. AKCC Events staff will only clean areas used by AKCC Events staff (i.e., Kitchen areas). AKCC Events staff will not clean up after any Independent Contractor(s) or Subcontractor(s). AKCC Events is not responsible for cleaning up after the Client or the Client's guest(s) unless specifically stated in the Client's Contract/Agreement. In that case, specific areas to be cleaned will be outlined in the Client's Contract/Agreement with the fees associated with the service or will be included in the charges on the Client's Contract/Agreement.

**Home Kitchens, Access & Equipment:** The Client understands and agrees that Chefs and staff will have a minimum of 5 hours of full access to the necessary areas to prepare the meal for the event. The Client agrees that they will make the kitchen(s) areas and other necessary areas accessible to the Chef(s) and staff on the scheduled cook date. The Client's pets, children, and other distractions should be out of the kitchen(s) and other necessary areas on the scheduled cook date. The Client agrees and understands that they will allow the Chef(s) and staff to perform their professional services without interruption. The Client understands and agrees that the Kitchen area and all areas to be used by AKCC Events Staff will be clean and ready for the Chef and staff on their scheduled cook/arrival date. If the Chef and staff arrive and the work area/space is unsuitable, they will document the area with photo(s), notify the Client of the issue, and a minimum cleaning fee of \$150 will be charged for cleaning. If the Client does not agree to the cleaning fee and payment is not made on-site, AKCC Events and staff members will pack and store what they can and will vacate the premises immediately and no refund of any kind will not be provided to the Client. If the Kitchen does not meet basic health code standards (i.e., running water, no electricity, etc.) the Chef(s) and staff will pack and store what they can, and will vacate the premises and no refunds will be given. The Client agrees and understands that AKCC Events is not responsible for normal wear and tear to the kitchen equipment, cookware, flatware, dishes, etc. rented or owned by the Client at the Event location. It is understood that the routine use of these items may produce some scratches or wear and tear. AKCC Events and its staff are not aware of or familiar with the condition of the Client kitchen, appliances, or other equipment located on the property, or with the subcontracted equipment provided to the Client at the event location, therefore, the Client, accepts full responsibility for such and the Client will not hold AKCC Events or its staff liable or responsible for any damage or loss to said equipment, appliances, furniture, etc., moved, used or handled by AKCC Events staff at the Client's request. By signing this Contract/Agreement the Client states that they will inform AKCC Events and its staff of all non-working equipment, or all other known issues and defects with appliances in the kitchen area(s), or all other areas and equipment that may be used by AKCC Events and its staff and of any previous damage to all kitchen equipment (i.e. appliances, dishes, etc.) or all issues that may cause harm or compromise the safety of AKCC Events staff members or that may be a danger to AKCC Events staff members. The Client agrees to notify AKCC Events and its staff members of all illnesses or contamination (s) that may be dangerous or harmful to AKCC Events' staff members. AKCC Events and its staff member(s) will not be held liable for any losses, theft, or damages to items used at the event location for the Client's event at the Client's request. The Client understands and agrees that they will not hold AKCC Events or its staff member(s) liable for or responsible for any issues or damage to any appliance(s) and/or other equipment used for/or during the event at the event location. The Client accepts full responsibility for the repair and replacement of all equipment used at the event location. The Client accepts full responsibility for any and all damages to the event location rented or owned by the Client. AKCC Events will only remove items that are brought in by AKCC Events. AKCC Events staff will only clean areas used by AKCC Events staff (i.e., Kitchen areas). AKCC Events staff will not clean up after any Independent Contractor(s) or Subcontractor(s). AKCC Events is not responsible for cleaning up after the Client or the Client's guest(s) unless specifically stated in the Client's Contract/Agreement. In that case, specific areas to be cleaned will be outlined in the Client's Contract/Agreement with the fees associated with the service and will be included in the charges on the Client's Contract/Agreement.

**Cleaning Fee:** AKCC Events will not clean and is not responsible for cleaning the Event location or cleaning up after the Client guests, or Contractors, unless specifically stated in the Client Contract. There is a charge for cleaning and the fee(s) will be stated in the Client's Contract/Agreement. AKCC Events will clean and disinfect only areas used by AKCC Events and its staff (i.e., Kitchen areas) and will remove all AKCC Events equipment provided for the Client's Event. All other areas to be cleaned are the responsibility of the Client.

**Independent Contractors & Subcontractors:** AKCC Events can provide Independent Contractors or Subcontractors for services not provided by AKCC Events. If the Client requests additional service(s) that are not provided by AKCC Events or requests service(s) from an Independent Contractor or Subcontractor AKCC Events assumes no responsibility and will not be held liable for any other service(s), merchandise, equipment, etc., provided for the Client at the Client's request from those contractor(s) and will not be held liable if any Independent Contractor(s) or Subcontractor(s) is unable to perform or provide service(s) on the time and/or date requested by the Client or in the manner requested by the Client. AKCC Events assumes no legal liability for service(s), conduct or any other acts by Independent Contractor(s) or Subcontractor(s). AKCC Events will not be held liable if any Independent Contractor(s) hired at the Client's request or by the Client limits, prevents, or hinders AKCC Events or its subcontractor(s) from performing contracted service(s). AKCC Events does not serve, sell, or buy Alcohol. All services involving alcoholic beverages will be provided and handled by an Independent Contractor(s).

**Décor:** The Client understands and agrees that any decoration featured in our décor Books, working pictures or drawings of decorative items provided by the Client are an example of the way the decorations may look. The Client understands that no decorations will be an exact duplicate or replica of any picture or drawing. AKCC Events will do what is possible to provide a similar décor, however, décor is prepared to Client's specification and will not be an exact duplicate of any picture(s) in our book(s) or picture(s) or drawings provided by the Client. The Client will not hold AKCC Events or its decorators responsible or liable for providing exact duplicates of any items. AKCC Events can only provide décor in accordance with the Venue rules and regulations. The Client is responsible for notifying AKCC Events of any and all rules and regulations of the Venue as it pertains to décor at the event. If no information is provided, the Client understands and agrees that AKCC Events and its Contractors and Subcontractors will not be liable or responsible for any damage caused by non-notification of the Venues rules and regulations and any and all damages will remain the responsibility of the Client.

**Special Orders:** The Client agrees and understands that no refunds will be issued for special equipment or specialty items requested by and/or ordered/purchased for the Client's event. The Client also understands and agrees that all special ordered/purchased property/equipment and/or specialty items ordered/purchased remains the property of AKCC Events and is not the property of the Client and will not be given to the Client. AKCC Events cannot and will not guarantee that a requested item(s) is available. If the item(s) requested by the Client is not available or cannot be ordered/purchased in time for the Client's event, AKCC Events will notify the Client as soon as possible and the Client may make another selection at that time.

**Outsourced:** AKCC Events staff will handle those services & equipment requested from AKCC Events in the signed Contract/Agreement. AKCC Events will not be held liable or responsible for any equipment, from an outside vendor(s), Independent Contractor or their subcontractors, friends, relatives, or any outside non-contracted source, etc., that is requested by the Client for use during their event. If the Client requests AKCC Events to handle any non-contracted items from an outside source, the Client will notify AKCC Events 30 days in advance of the event of any outside, non-contracted, equipment, dishware, furniture, décor, etc., or any other items not provided by AKCC Events that will be used as part of the Client's event. The Client assumes full responsibility for all the equipment provided by the outside source not contracted with AKCC Events and agrees to pay for all damage to property or equipment caused by the Client, their guests, Independent Contractor(s), Subcontractor(s), or anyone not employed by AKCC Events, during the event and at the location of the event before, during or after the Event. AKCC Events and its staff are not aware of or familiar with the condition of the Client's equipment, furniture, etc., or the subcontracted equipment provided by the Client, the Client's Contractor(s) or Subcontractor(s), therefore, the Client accepts full responsibility for such and the Client will not hold AKCC Events or its staff liable or responsible if the requested equipment does not work properly or malfunctions before, during or after the Client's event. AKCC Events will not pick up, transport, deliver, move, remove, store or be responsible for any items rented or otherwise obtained from outside sources that are not contracted with AKCC Events. If the Client requests AKCC Events to handle any non-contracted items from outside sources, the Client accepts full responsibility and will not hold AKCC Events liable in any way, for any reason for any type of equipment, etc., (used, operated, etc.), dishware, furniture, décor, or any item(s), etc., which is provided by the Client, their guests or all other sources not contracted or provided by AKCC Events. Any moving and/or setup of equipment, furniture, etc., provided by the Client, their guests or all other sources not contracted, or provided by AKCC Events will be done at the Clients' request and AKCC Events will assume no responsibility or liability for handling, cleaning, loss, damage or repair of all equipment not contracted or provided AKCC Events. A fee will be charged for this service as outlined in the Contract/Agreement. The surcharge starting at \$200 will be added to the Client's setup fee for handling all equipment or other items not contracted or provided by AKCC Events. AKCC Events and its staff are not aware of or familiar with the condition of the Client's equipment, furniture, etc., or the subcontracted equipment provided to the Client by the Client's Contractor(s) or Subcontractor(s), therefore, the Client accepts full responsibility for such and the Client will not hold AKCC Events or its staff liable or responsible for any damage or loss to said equipment, furniture, etc., moved, used or handled by AKCC Events or its staff at the Client request.

**Non-Contracted Food Items:** The Client will notify AKCC Events in writing a minimum of 30 days in advance of the event of any outside, non-contracted, food, or drinks, etc., or other food items that will be provided by the Client, their guests or any other source(s) that are not contracted or provided by AKCC Events that the Client requests to be served at their Event. These items will not be a part of AKCC Events main Menu display(s), and the Client must provide any special instructions for handling these items. AKCC Events is not liable or responsible for any non-contracted food items that the Client provides from outside sources. At the Client's request, AKCC Events will provide space for and service of non-contracted food items that is provided from an outside source for an additional fee starting at \$200. The items to be handled will be outlined in the Client's Contract with all applicable fees. AKCC Events is not liable responsible for any outsourced food item. AKCC Events is not responsible for handling, storage, or food safety of outsourced food items. The Client will not hold AKCC Events liable in any way, for any reason for any type of food, drinks, etc., served or provided to be served, by the Client, their guests, or any other source that was not contracted or provided by AKCC Events.

**Cakes & Desserts:** The Client understands and agrees that any cake(s) or desserts featured in Cake Book(s), working picture(s), internet pictures or drawing(s) of cake(s) or dessert(s) provided by the Client is an example of the way cake(s) or desert(s) may look like. The Client understands and agrees that no cake(s) or dessert(s) will be an exact duplicate or replica of any picture(s) or drawing(s). Cake(s) are prepared to Client's specification and will not be an exact duplicate of any picture (s) in our book(s) or picture(s) or drawings provided by the Client. The Client will not hold AKCC Events or its decorators responsible or liable for providing exact duplicates of any cake(s) or desert(s). AKCC Events will charge a Fee starting at \$100 for dessert, cake cutting, and handling services of any Wedding Cake(s), Cake(s), or any other Dessert(s) not provided by AKCC Events or its subcontractors. The Client agrees and understands that AKCC Events staff will not be held responsible or liable for any incidents, damage, falls, breakdowns, malfunctions, or any other incidents involving the handling of Wedding Cake(s) or any Cake(s), or Dessert(s) prepared and provided by an outside source contracted by the Client. The Client understands and agrees that AKCC Events is not familiar with the construction or preparation of the Wedding Cake(s), Cake(s), or Dessert(s) and is not liable or responsible in any way for any breakdown, malfunction, faulty issues, or any other issues related to the Wedding Cake(s), Cake(s) or Dessert(s), during the handling and cutting of the Wedding Cake(s), Cake(s), Dessert(s). The Client will be charged for any additional equipment required for these items. (i.e., Cutting & Serving ware, tables, tablecloths, or other items as required or requested by the Client.

**Food Safety, Drop-Off Meals:** AKCC Events is not responsible and will not be held liable for any illnesses or death due to manufacturing flaws, recalled products, or any other issues. AKCC Events and its staff members will inspect all food and non-food items but is not responsible for conditions or issues unknown or unforeseen. If it is discovered that a product(s) is contaminated or has been recalled, AKCC Events will make every attempt to promptly contact and notify the Client and will remove the item(s) from the menu list. If menu item(s) is a drop-off and will not be served by AKCC Events at the location, the Client agrees and understands that once a meal(s) is turned over to the Client it is the Client's responsibility to properly handle and maintain the meal(s) or other food item(s). AKCC Events is not responsible for any problems that may occur with the Client's refrigerator, freezer, etc., or due to improper handling or storage of food by the Client. Food items will be packaged and supplied with suggested heating and serving instructions, if applicable, for the Client's convenience. Although AKCC Events will always do their best, however, the instructions are still subject to inadequacy due to inconsistent temperatures, type of equipment used, human error, etc. AKCC Events is not liable if the Client choose to ignore common food safety practices by not storing defrosting, reheating, or using proper sanitation regarding meal(s). Due to COVID-19, Coronavirus, and food safety issues, all food items and all beverage items of any kind will be removed and disposed of at AKCC Events discretion, unless Client specifically requests that specific food items and beverage items remain with them after the Event.

**Staff Safety, Sexual & Racial Harassment:** AKCC Events and staff members reserve the right to vacate the premises immediately if AKCC Events or its staff members feel unsafe or insecure in the environment/workplace. This is including but is not limited to all types of violence, sexual harassment, racialized violence, gender bias, prejudice of any kind, abusive behavior, abusive speech, or verbal or physical harassment towards AKCC Events' staff member(s). Fighting or violence of any kind at the event location or toward AKCC Events' staff members, or observance of unsafe or obscene behavior by the Client or their guest(s) in the presence of AKCC Events staff or towards AKCC Events' staff members. The Client will not hold AKCC Events or its staff members liable in any way for vacating the premises and the Client will not receive a refund of any kind. AKCC Events has a zero-tolerance for sexual harassment, racial harassment, abusive behavior, abusive speech, obscene behavior, verbal or physical harassment, gender bias, racial and sexual discrimination, racialized violence and prejudiced or violence of any kind by employees, Client, Client's guest(s) or person at the Client's Event. If this occurs AKCC Events' staff members will notify the Client immediately of this issue(s) and if the issue(s) is not correct or removed AKCC Events and its staff member(s) reserve the right to vacate the premise immediately. If its staff member(s) are subjected to this type of behavior or experience from the Client directly, AKCC Events and its staff member(s) will vacate the premise immediately. In either case, the Client will not hold AKCC Events or its staff members liable in any way for vacating the premises and the Client will not receive a refund of any kind. AKCC Events reserves the right to and may take legal action, as necessary.

**Pets & Children:** AKCC Events is not responsible for children or Pets and will not be held liable if it is unable to perform, execute, or provide services or is delayed in performing, executing, or providing intended services due to interruptions or interference from pets or children at the location. No refunds will be issued. The Client's pets, children and other distractions should be out of the kitchen(s) and any other necessary areas on the Event date. AKCC Events will not be held liable for any injury to children or pets, or any damages other mishaps that may be caused directly by children or pets during the event. The Client agrees to accept responsibility for all damage, loss, theft, or destruction to AKCC Events rented and non-rented property, equipment, etc., that is used for and during the Client's event, that is caused by the Client or their guests before, during, or after the event at the event location. The Client agrees to pay for charges for repair and/or replacement of damaged items. All damaged equipment which requires repairs will be repaired by AKCC Events or other sources (at AKCC Events discretion) and the cost of repairs and/or replacement of items will be billed/charged to the Client and payment for these charges may be deducted from the Client' last method of payment.

**Hindrance of Service:** AKCC Events will not be held liable if it is prevented or delayed in any way by the Client, their guest(s), Independent Contractor(s), Subcontractor(s), Event Coordinators, Event Planners, Program/Event Managers, etc., or any other person or persons designated to speak on the Client's behalf, any issues with the venue, anyone not employed by AKCC Events, or all other circumstances out of AKCC Events control that hinder or prevent AKCC Events or its staff from performing any contracted services. The Client agrees to notify AKCC Events immediately in writing of any person or person(s) that have the Client's authority to act or speak on their behalf as it pertains to the Event. That person(s) will be added to the Contract/Agreement as an authorized representative for the Client. The Client agrees that their authorized representative is familiar with the Terms of the Contract/Agreement. The Contract/Agreement pertains to Client, the Client Representative, Program Managers, Event Organizer/Event Coordinators, Event Planners, Event Managers, etc., or any other person(s) designated by the Client to handle issues as they pertain to the Client's Event and the Client agrees that their authorized representative(s) will abide by the Contract/Agreement and its Terms and Conditions. AKCC Events will provide services based on the Contracted services and will not be held liable if they are unable to perform the requested services due to interference, hindrance, misdirection, incorrect information, miscommunication, or changes made by a person or persons designated by the Client as an authorized representative for their Event and no refunds will be issued. Any, and all changes made by the Client or authorized representative(s) must be made in writing and signed by the requesting individual and any additional funds relating to those changes must be paid with the request for the changes. If payment is not received, changes will not be made or honored. AKCC Events assumes no responsibility and will not be held liable if it is unable to perform services or is delayed in the performance of services due to issues with the equipment at the property or rental property event location that is not functioning or not functioning properly (i.e. stoves, ovens, ice machines, refrigerators, sinks or all other equipment, etc., to be used for preparation and handling of food or that is necessary for or that is to be utilized for the Client event) or all other issues, at the Client's event location, or all other services to be provided to the Client and the Client guest at the event. The Client will not hold AKCC Events liable for any unforeseen occurrences that may affect its performance as it pertains to the Client's event. The Client agrees to pay for all additional charges and/or fees related to any delays caused by the Client, their guest(s), Independent Contractor(s), Subcontractor(s), or anyone not employed by AKCC Events, and all other issues not caused directly by AKCC Events that effects the start time, ending time or all other circumstances related to the Client's event that exceeds the Contract/Agreement. The Client agrees AKCC Events, and its staff member(s) will not be liable for any loss, theft, injury, and/or damage to the venue, appliance(s), other equipment, or items used for or during the event at the event location. The Client understands and agrees that due to the Pandemic vendors may not be able to provide requested Contracted food items or other items due to unavailability or inability to get the items to the Client's event due to the COVID-19 Coronavirus or other Pandemic issues. AKCC Events will do all that is possible to obtain Contracted items but cannot and will not guarantee that any Contracted items will be available on the Event date. AKCC Events will notify the Client as soon as possible so that substitutions may be made. The Client understands and agrees that they will not hold AKCC Events liable or financially responsible if they are unable to obtain any requested Contracted items and agrees that if AKCC Events is unable to notify Client of the unavailability of the Contracted items, the Client will accept any substitute chosen by AKCC Events. No refunds will be given. The Client understands that the nature of the COVID-19 Coronavirus Pandemic is such that people/persons may die or become ill without notice, therefore, AKCC Events cannot and will not guarantee that they will be able to provide a specific amount of personnel or a specific staff member for an Event up to and on the day of the Event. AKCC Events will do what is possible to replace any loss personnel but cannot guarantee the replacement of personnel. The Client understands and agrees that issues with the COVID-19 Coronavirus and Pandemic issues, the need for social distancing, disinfecting of areas and equipment used, other safety issues and for the safety of AKCC Events Staff, the Client and their guest(s) AKCC Events staff will have limited contact with Clients and guest(s). The Client also acknowledges and agrees that there may be delays in service during the Event in order to ensure safe handling of food and safety in all services to be provided at the Client's event. Client agree to indemnify, defend, and hold harmless AKCC Events, its Independent Contractors and employees from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to any disaster included but not limited to COVID-19, Pandemics, viruses, quarantines, CDC restrictions, local or federal restrictions, or other natural or unnatural disasters and AKCC Events assumes no responsibility and will not be held liable or financially obligated and no refunds will be issued if it is unable to perform services due to any disaster, Act of God, Act of government that has jurisdiction over AKCC Events, Pandemics, viruses, quarantines, CDC restrictions, local or federal restrictions, any other natural or unnatural disasters or all acts out of AKCC Events control.

<https://www.akccevents.com/contract-terms-and-conditions>